

13
Rec. No 11961-E

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN OHIO
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

RECORDATION NO. 11961-E

JAN 19 1989 12 42 PM

January 19, 1989

INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.

Date

Fee \$

9-019A028

JAN 19 1989

13.00

Dear Ms. McGee:

ICC Washington, D.C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are six (6) original executed copies of an Amendment Agreement No. 3 dated as of November 30, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document amends a Lease of Railroad Equipment dated as of June 2, 1980 (the "Lease") which was filed and recorded with the Interstate Commerce Commission on July 1, 1980 at 4:00 p.m. and assigned Recordation Number 11961-B.

The names and addresses of the parties executing the enclosed document are:

Burlington Northern Railroad Company (formerly
Burlington Northern Inc.)
176 East Fifth Street
St. Paul, Minnesota 55101

Mercantile-Safe Deposit and Trust Company
P.O. Box 2258
Baltimore, Maryland 21203

BameriLease, Inc.
P.O. Box 37009
San Francisco, California 94137

C. T. Kappeler
C. T. Kappeler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
January 19, 1989
Page Two

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A to the Lease, as previously amended of record.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return five (5) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment Agreement No. 3 dated as of November 30, 1988 executed by Burlington Northern Railroad Company (formerly Burlington Northern Inc.), Mercantile-Safe Deposit and Trust Company and BameriLease, Inc. covering locomotives bearing BN marks and numbers.

Very truly yours,


Charles T. Kappler

Enclosures

11961-E
JAN 19 1989 12 42 PM
INTERSTATE COMMERCE COMMISSION

RAILROAD COMPANY

AMENDMENT AGREEMENT No. 2 dated
as of November 30, 1988, among
BURLINGTON NORTHERN INC. ("Lessee"),
MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY ("Agent"), BAMERILEASE, INC.
("Vendee")

WHEREAS Vendee and Lessee have entered into a Lease
of Railroad Equipment dated as of June 2, 1980 ("Lease");

WHEREAS Vendee and Agent have entered into an
Assignment of Lease and Agreement dated as of June 2, 1980
("Lease Assignment");

WHEREAS, Vendee, Lessee, Agent and General Motors
Corporation (Electromotive Division) and General Electric
Company (collectively "Builders") have entered into an
Amendment Agreement No. 1 dated as of August 30, 1980
("Amendment Agreement No. 1");

WHEREAS the Lease and Lease Assignment were filed
with the Interstate Commerce Commission pursuant to 49 U.S.C.
§11303 on July 1, 1980, at 4:00 p.m. and were assigned
recordation numbers 11961B and 11961C, respectively, and were
deposited in the Office of the Registrar General of Canada
pursuant to Section 86 of the Railway Act of Canada on
July 2, 1980, at 11:00 a.m.;

WHEREAS, Amendment Agreement No. 1 was filed with
the Interstate Commerce Commission pursuant to 49 U.S.C. §11303
on August 20, 1980, at 12:00 Noon, and was assigned recordation
number 11961-D, and deposited in the Office of the Registrar of
Canada pursuant to Section 86 of the Railway Act of Canada on
August 21, 1980, at 9:58 a.m.;

WHEREAS, Vendee and Lessee entered into a letter
agreement dated December 3, 1980 ("Letter"), a copy of which is
attached as Exhibit A;

WHEREAS the parties hereto desire to amend the
Lease;

NOW, THEREFORE, in consideration of the mutual
agreements herein contained, the parties hereto agree as
follows:

1. §3.1(1) of the Lease is hereby amended and
restated in its entirety as follows:

"(1) As rental for each Unit subject to this Lease,

the Lessee agrees to pay the Lessor 20 consecutive annual payments payable, in arrears, on December 30 in each year, commencing December 30, 1981, to and including December 30, 2000. The 20 annual rental payments shall each be in an amount equal to the basic lease rate set forth in Appendix B-1 hereto for the applicable payment date multiplied by the Purchase Price (as defined in Paragraph 4.1 of the Conditional Sale Agreement) of each Unit."

2. The first sentence of §16.1 of the Lease is amended and restated in its entirety as follows:

"Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Lessor not less than 180 days prior to the end of the original term elect to extend such original term of this Lease in respect of all but not less than all the Units of either type or both types then covered by this Lease, for an additional two-year period commencing on the scheduled expiration of such original term of this Lease."

3. Appendices B-1 and C to the Lease are hereby amended and restated in their entirety as shown in Exhibit B hereto.

4. The Lease Assignment is hereby amended to permit the foregoing amendments to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement No. 1 to be filed and recorded in accordance with the provisions of §18 of the Lease.

6. Except as amended hereby and by Amendment No. 1 and the Letter, the Lease, and the Lease Assignment shall remain in full force and effect.

7. This Amendment Agreement No. 2 may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Agent shall be deemed the original and all other counterparts shall be deemed duplicates thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers

thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY,
Formerly
BURLINGTON NORTHERN INC.,

by

Joseph R. Galassi
Executive Vice President


[Corporate Seal]
~~XXXXXXXXXXXX~~

Attest:

JRS.
John C. [Signature]
~~Assistant Secretary~~

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by


Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer


BAMERILEASE, INC.

by


Vice President

[Corporate Seal]

Attest:

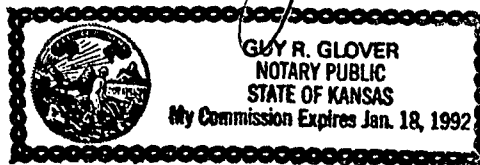

Assistant Secretary

STATE OF KANSAS,)
) ss.:
COUNTY OF JOHNSON,)

On this 21st day of December, 1988, before me personally appeared Joseph R. Galassi, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Guy R. Glover
Notary Public



My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 29th day of December, 1988, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patricia A. Conn
Notary Public

(Notarial Seal)

My Commission expires

7-1-90

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this 7th day of December 1988, before me personally appeared A. Paul Goetze, to me personally known, who, being by me duly sworn, say that he is the Vice President of BAMERILEASE, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Jarvie Olmos
Notary Public

[Notarial Seal]

My Commission expires July 19, 1991



BANKAMERILEASE GROUP

BANKAMERICA COMPANIES

555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104, (415) 953-1644

December 3, 1980

D. C. (MAX) BLACKWOOD
Assistant Vice PresidentMr. Raymond C. Burton
Vice President & Treasurer
BURLINGTON NORTHERN INC.
176 East Fifth Street
St. Paul, MN 55101

Dear Ray:

As per the Lease Agreement, 1980 Second Half, dated June 2, 1980, between yourselves and BameriLease, Inc. covering Locomotives, we are hereby notifying you of an increase in the rentals. See the Amended Appendix B-1 to the Lease attached. In addition we have included an Amended Appendix C to the Lease revising the related Casualty Values.

As per Section 3.1(2) of the Lease Agreement, if for any reason any Units are settled for other than as assumed, then the basic lease rates will be adjusted to at least equal the previously contemplated Net Economic Return.

The planned settlement dates and amounts were as follows:

<u>Assumed Settlement Date</u>	<u>Assumed Settlement Amount</u>	<u>Assumed Investors' Funds</u>	<u>Assumed Lessor's Funds</u>
7/29/80	\$15,124,982.00	\$11,142,164.04	\$ 3,982,817.96
8/28/80	15,124,982.00	11,142,164.04	3,982,817.96
	<u>\$30,249,964.00</u>	<u>\$22,284,328.08</u>	<u>\$ 7,965,635.92</u>

The actual settlement date and amount was as follows:

<u>Actual Settlement Date</u>	<u>Actual Settlement Amount</u>	<u>Actual Investors' Funds</u>	<u>Actual Lessor's Funds</u>
7/31/80	<u>\$18,293,899.82</u>	<u>\$13,476,619.87</u>	<u>\$ 4,817,279.95</u>

Such basic lease rates are also calculated on the assumption that:



Mr. R. C. Burton
(BN-6/80)

- 2 -

December 3, 1980

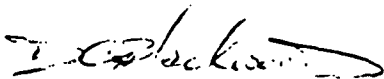
- (i) The amount of interim interest would not exceed 0.0365% of the aggregate Purchase Price;
- (ii) the amount of the commitment fee and interest thereon would not exceed 0.17% of the aggregate Purchase Price; and
- (iii) the amount of the fees and expenses would not exceed \$64,200, when combined with the fees and expenses of the 1980 First Half Agreement dated October 1, 1979.

Actual expenses were as follows:

- (i) Interim interest was 3.031102% of aggregate Purchase Price;
- (ii) commitment fee was 0.031876% of aggregate Purchase Price; and
- (iii) fees and expenses were \$19,495.38, which, when added to the \$85,296.86 in fees and expenses from the October 1, 1979 Agreement, totalled \$104,792.24.

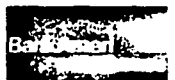
If you have any questions, please do not hesitate to call me.

Cordially,



D. C. Blackwood
Assistant Vice President

DCB:io
ATTACHMENTS



APPENDIX B-1 TO LEASE

<u>Date</u>	<u>Percentage of Purchase Price*</u>
12/30/81	7.8844165
12/30/82	7.8844165
12/30/83	7.8844165
12/30/84	7.8844165
12/30/85	7.8844165
12/30/86	7.8844165
12/30/87	9.6365090
12/30/88	9.6365090
12/30/89	9.6365090
12/30/90	9.6365090
12/30/91	9.6365090
12/30/92	9.6365090
12/30/93	9.6365090
12/30/94	9.6365090
12/30/95	9.6365090
12/30/96	9.6365090

*As defined in paragraph 4.1 of the Conditional
Sale Agreement.

APPENDIX C TO LEASE

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
12/30/80 and before	86.4692581
6/30/81	91.2362857
12/30/81	88.1393402
6/30/82	92.4764405
12/30/82	88.9798349
6/30/83	92.9398765
12/30/83	89.0770228
6/30/84	92.6849128
12/30/84	88.4817778
6/30/85	91.7652997
12/30/85	87.2506817
6/30/86	90.2404246
12/30/86	85.4462548
6/30/87	88.1794275
12/30/87	81.4255298
6/30/88	83.9031813
12/30/88	76.8888805
6/30/89	79.1380859
12/30/89	71.8823816
6/30/90	73.9150910
12/30/90	66.4399571
6/30/91	68.2763519
12/30/91	60.6009131
6/30/92	62.2616860
12/30/92	54.4063399
6/30/93	55.9020105
12/30/93	47.8801780
6/30/94	49.1454010
12/30/94	40.9959372
6/30/95	42.1635279
12/30/95	33.9311548
6/30/96	35.0309946
12/30/96	26.7299299
6/30/97	27.7598536
12/30/97	25.2040293
6/30/98	26.1740488
12/30/98	23.5559717
6/30/99	24.4612979
12/30/99	21.7759916
6/30/2000	22.6114532
12/30/2000	20.0000000

* As defined in paragraph 4.1 of the Conditional Sale Agreement.

EXHIBIT B

APPENDIX B-1 TO LEASE DATED AS OF JUNE 2, 1980

<u>Date</u>	<u>Percentage of Purchase Price*</u>
12/30/81.....	7.8844165
12/30/82.....	7.8844165
12/30/83.....	7.8844165
12/30/84.....	7.8844165
12/30/85.....	7.8844165
12/30/86.....	7.8844165
12/30/87.....	9.6365090
12/30/88.....	8.5175824
12/30/89.....	8.5175824
12/30/90.....	8.5175824
12/30/91.....	8.5175824
12/30/92.....	8.5175824
12/30/93.....	8.5175824
12/30/94.....	8.5175824
12/30/95.....	8.5175770
12/30/96.....	8.8728976
12/30/97.....	8.1622728
12/30/98.....	8.5175824
12/30/99.....	8.5175824
12/30/00.....	8.5175824

*As defined in paragraph 4.1 of the Conditional Sale Agreement.

APPENDIX C TO LEASE DATED AS OF JUNE 2, 1980

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
12/30/80 and before.....	86.4692581
6/30/81.....	91.2362857
12/30/81.....	88.1393402
6/30/82.....	92.4764405
12/30/82.....	88.9798349
6/30/83.....	92.9398765
12/30/83.....	89.0770228
6/30/84.....	92.6849128
12/30/84.....	88.4817778
6/30/85.....	91.7652997
12/30/85.....	87.2506817
6/30/86.....	90.2404246
12/30/86.....	85.4462548
6/30/87.....	88.1794275
12/30/87.....	81.4255298
6/30/88.....	83.9031813
12/30/88.....	78.7783056
6/30/89.....	81.6645670
12/30/89.....	76.1471809
6/30/90.....	78.8423099
12/30/90.....	72.9832002
6/30/91.....	75.2532736
12/30/91.....	69.1255354
6/30/92.....	71.2394341
12/30/92.....	64.9626098
6/30/93.....	66.9326640
12/30/93.....	60.5142383
6/30/94.....	62.3351811
12/30/94.....	55.7646803
6/30/95.....	57.4207399
12/30/95.....	50.6820963
6/30/96.....	52.1627519
12/30/96.....	44.8927406
6/30/97.....	46.1741420
12/30/97.....	39.4042191
6/30/98.....	40.5362174
12/30/98.....	33.2607581
6/30/99.....	34.2248723
12/30/99.....	26.7769597
6/30/00.....	27.5639278
12/30/00 and thereafter.....	20.0000000

*As defined in paragraph 4.1 of the Conditional Sale Agreement.